

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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ASTEROPE SHIPPING CO. LTD.,

Plaintiff,

-against-

24 **CIVIL** 962 (JSR)

JUDGMENT

CSC SUGAR LLC,

Defendant.

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It is hereby **ORDERED, ADJUDGED AND DECREED:** That for the reasons stated in the Court's Opinion and Order dated November 6, 2024, this Court finds that the most reasonable interpretation of the fixture interprets it harmoniously with the charter party, which contains the same language, thus giving effect to all provisions. The arbitration clause in the fixture recap refers to SMA arbitration with a shortened procedure and only applies to disputes under \$50,000. Disputes above \$50,000, such as the dispute at issue in this case, are accordingly covered by the Norvic-CSC's charter party arbitration clause, which is restricted to "owners and charterers." Asterope is neither under the charter party's definitions. For the foregoing reasons, the arbitration is hereby enjoined, and the relief sought by petitioners is hereby granted in all respects; accordingly, the case is closed.

Dated: New York, New York

November 7, 2024

DANIEL ORTIZ

Acting Clerk of Court

BY:

K. Mango

Deputy Clerk